

1888-017  
Lee Co.

Chancery Causes: Charles D. Garrett by &c vs. Patience Harber &c

Pendergrass, Maran, Hamblin, Stewart, Miller, Haynes,  
Sneed, Hamblin, Hynes, Flanary, Orr, &c Ginnis, Goslyn,  
Morgan, Willoughby

CA-Estate Dispute  
T-Property  
Migration  
Health/Medicine

-Deed

To the Honorable John A. Kelly Judge of  
the Circuit Court of Lee County Va.  
Your orator Charles B. Ganett, an idiot  
as he was by John B. Bader of his next  
friend - Humbly complaining, sheweth  
unto your Honor, that your orator, ~~from~~  
his birth to the present time has been and  
still is mentally disqualified to take title to  
sell and dispose of property real or per-  
sonal, and that this condition of his mind  
is a notorious fact where he is best known.

Your orator will now state that he  
inherited from his father William Ganett re-  
ceived a small part of land situated about  
2 miles north of Inmanville Va, and about 6  
acres he also inherited from Thomas Ganett  
deceased, all of which said lands are  
more particularly described in a deed made  
from your orator to his sister Patience  
Ganett bearing date October 7. 1875, a copy  
of which will be found herewith filed  
marked A and is prayed to be considered  
prima facie as part hereof. and which will  
again be referred to. Some time in the year  
1822, your orator, his widowed mother, and said  
sister Patience Ganett concluded to remove to  
the state of Indiana, and by so doing and  
must some expenses, they were to incur.



Some time after that the said Patience and  
your crater's Master returned to Virginia, where  
in the year 1875, the said Patience sued out  
an attachment as your crater is informed  
against him under the 3<sup>d</sup> section of chapter

code of 1873, and had the same levied  
on the undivided interest of the defendant Charles  
Garrett in the lands of his father Am Garrett de-  
ceased. This was done on the 25 of Jan. 1875  
and at the August term of this Honorable  
Court, said attachment came on to be  
heard when the Court made an order giving  
judgment against your crater for the sum  
of \$50. and \$5.03 costs, and in said order di-  
rected the sheriff to sell said lands. - No further  
action was ever taken, and said attachment was  
never dismissed or any final order entered  
therein but is still pending in this Honorable  
Court. Though it does not appear upon the  
docket after that term. Some time in October  
of that same year your crater was again  
in Virginia and was preparing to go back to  
Indiana, when his said sister Patience  
came to him, and informed him she could sell  
his land for \$130 and that if he would  
make her a deed there to she would do  
so and retain the \$23.00 or fewer paid out for  
him & send the residue to him in Ind.



Your orator being feble in mind and not  
acquainted in such things consented for that  
purpose to do so and accordingly did exe-  
cute the deed herein before set forth. Your  
orator alleges that said deed was made with  
the express agreement and understanding that  
said way to be made of his said land, &  
the money sent to him in a later consideration  
paid. Some two or three years ago your  
orator returned to permanently reside in his  
county, when he went to the said Patience &  
by her still acknowledging the contract he  
went upon the land and built him a cabin  
house & now resides upon it. But quite rean-  
ly the said Patience has pretended to sell said  
land to one Walter Garrett a brother who now  
claims the same and has forcibly possessed  
himself of a part thereof claiming the whole  
and has notified your orator to remove there-  
from. Your orator is advised said judgment  
upon said attachment is subject to be  
reopened by your orator, since the same is  
in legal contemplation still pending, and if  
so your orator can and will successfully  
prove the whole unjust & false, or paid  
except the \$23 dollars aforesaid, which  
your orator presumes to be correct.

And if as your orator alleges his original  
way and is



deficient as aforesaid then in that event  
said Judgement is void & subject to review.

But if it should be held that your orator  
was sufficiently competent to make a deed &  
he said, yet he is advised said Judgement  
can be opened as no bond was ever given  
by the said Patience which alone could give  
her the benefit thereof. But again your  
orator is advised that said deed if made  
by competent persons is only a mortgage as  
to said Judgement, if valid, and when the  
same is fully paid a court of Chancery would  
rescind the said Patience as a trustee & compel  
a reconveyance of the same to your orator.

Your orator alleges said Judgement is paid  
and ever paid in this way. Immediately  
after the said deed was executed, the said  
Patience went into the possession thereof  
and has remained on the same in the full  
enjoyment thereof until last year she per-  
mitted your orator to possess a small part  
thereof - and he alleges that the rents & profits  
are worth at the lowest \$30 per year and  
over & above any permanent improvements put  
thereon - He further alleges that any rights ac-  
quired by the said Walter Garrett was with  
full knowledge of your orator's condition  
and the contract between your orator & the said  
Patience was fully known to him the said Walter



The object of this bill therefore is, have a decree rendered by this Honorable Court, annulling and setting <sup>aside</sup> said deed to the said Patience Gannett and compelling her to re-convey the same to your orator, and for an account of the rents and profits thereof during the time she has been in the possession thereof; and to have said attachment against your orator granted leave to appear to contest the same, and that your orator be quieted in the enjoyment & peaceable possession of the same. Your orator omitted to state that the said Patience had in the meantime married one Harber, but he is now dead and she is again a single woman. Her prayer therefore is that Patience Harber (formerly Gannett) and Walter Gannett be made parties defendant, to this bill and that the said Patience answer upon her oath. 1<sup>st</sup> Was not said conveyance, made solely for the purpose of enabling her the said Patience to sell your orator's land, and after paying herself the expenses said land cost and expended by her, to send the residue of \$150. to your orator, 2 whether or not any other or further consideration ever passed or moved from her to the said Patience to your orator, 3 How long she has been in the possession of



of said deed, & especially whether or not  
she has not after during that time stated  
to Dr. Wm P. Miller various other persons that  
said deed was made only to enable her  
to see Governor Land, & send the money  
to him.

4<sup>th</sup>. Whether or not she the said Patience  
did not know at the time of the execution  
of said deed Governor was under the  
age of 21 years, that he was & had been  
an idiot from his birth and incompetent  
to make a deed or transact business;

5<sup>th</sup>. Whether or not she the said Patience has  
not long since the execution of said deed  
and within the two years last past she  
has not said in the presence of James  
Ganett & Buck Ganett, <sup>and others</sup> that Governor John  
D. Smith was not competent or sensible enough  
to divide lands with Dr. Wm P. Miller & that  
she the said Patience intended to take legal  
steps to compel a re-division of the said  
six acre lot with the said Miller, and  
especially answer if she did not intend  
to do so, until she was advised it  
would affect her pretended rights under  
the said so called deed from Governor  
Smith.

And still if, whether or not she the said



Walter have not <sup>had</sup> many frequent conversations of & concerning the incompetency of your  
crator & whether or not they have not each  
expressed themselves that he said (Charles)  
your crator was an idiot - and whether or  
not she has not often informed the said  
Walter the conditions upon which said deed  
was executed.

That the said Walter Ganett answered upon his  
oath, when he purchased said land, what  
he paid therefor, when he paid it and who  
was present, - whether or not he does not  
know your crator Charles Ganett is an  
idiot, & that he had full knowledge  
of the conditions upon which said deed  
was made; and especially whether or not  
before he purchased or pretended to pur-  
chase said lands he had not said  
to chain persons it was a shame for  
his co-defendant Patience Horner, to try  
to cheat your crator the said Charles out  
of his lands in his condition of mind  
and that the said Walter intended to interfere  
& take legal steps to see that your crator got  
his rights & lands back - and whether or  
not he had not said the said Patience  
account upon which her judgment was  
founded was ~~not~~ false & unjust and whether



Dr Colk 87. 77 1/2  
 1. 7 1/2 1881

Charles D. Quail

1883 Bell

Balance

1887. Feb. 1. Bell

" Mr. D. H. Conroy  
 " Mr. D. H. Conroy  
 " Aug 20

1882. March. Devere

" Aug. Devere

1883 Mr. Aug. Devere

1884 Devere

1888. Devere

Dr. to Cash	80.57
Dr. to Cash	6.07
Dr. to Cash	7.50
Dr. to Cash	2.80
Dr. to Cash	4.00
Dr. to Cash	3.00
Dr. to Cash	30.91

Dr. to Cash	3.25
Dr. to Cash	3.00
Dr. to Cash	3.30
Dr. to Cash	4.00
Dr. to Cash	13.50
Dr. to Cash	15.00
Dr. to Cash	28.50

D. S. Hambley

he the said Walter has not heard the said  
 by either or not he had not full knowledge of the contract between the said  
 Devere and so; and that if your order  
 should be mistaken in any of these his  
 matters of special relief then that of our  
 Honor will grant him such other further  
 or general relief as his case merit, or a  
 Court of Chancery can administer -  
 May your Honor be

Attest

3.41  
 383-5  
 171.96



To the Honorable John A. Kelly, Judge of the Circuit Court  
of La. County, Va

The separate answer of Walter Garrett to a bill  
filed in this Honorable Court against this respondent  
and Patience Straker by Charles D. Garrett by John  
B. Pendergrass.

Respondent saving the benefit of all exceptions  
which may be had to said Bill upon its final  
hearing for answer thereto or to so much of it  
as he is advised it is material for him to answer.  
Answers & says, that sometime last fall he  
made a contract with his co-defendant the said  
Patience Garrett for all of the land mentioned  
in the complainant's bill except the 6 acre tract  
by the terms of which respondent agreed to  
pay her for said land the sum of \$132.00 payable  
three years from date, but said contract was  
never completed and suit now having been  
instituted by the said Charles challenging  
and denying the right of the said Patience to  
sell or convey said land respondent  
has abandoned said purchase and now  
claims no right or interest in it. Respondent



only agreed to purchase said land in  
the event he could get possession of it by  
the 1st day of December 1880. Respondent  
went to work upon the land but being pre-  
vented to continue his said work by the  
said Charles he stopped work and  
abandoned as of record all further claim  
to or interest in said land. In answer to  
Special interrogatory respondent admits  
the foregoing part of his answer so far as ap-  
plicable. Respondent does not know the said  
Charles to be an idiot nor does he regard him  
to be an idiot. Respondent regards the said  
Charles as being a man of rather sound mind  
but he thinks he has sense enough to know  
right from wrong, to the effect of his act  
and he believes him to have sense enough to  
sell or convey land. Respondent heard nothing  
about the deal from Charles to Patience or the  
agreement between them except what he was  
informed by said Patience. She informed re-  
spondent that she was to take said land, sell  
it and after satisfying her judgment as to



the said Charles, take or send him the balance  
of the money, and that the said Charles had  
required her not to sell said land for less than  
\$1500<sup>00</sup>, in furtherance to said testimony. Re-  
spondent heard it stated by some persons that  
the deed made by Charles to Patience would hold  
the land if she never paid him anything, more  
for it and in reply to such statements so  
that, respondent said it would be a shame  
for said Patience to take and hold the land for  
her said husband, and respondent did say  
that if that was her intention that he would  
interpose and take such legal steps as were  
necessary to prevent it, but he found that  
the said Patience did not propose or intend  
doing anything, but to collect her debt and then  
for respondent said no further attention to it.  
Respondent now said that the account upon  
which the said Patience's judgment was granted  
was false and untrue, that respondent  
now she had instituted the suit he thought  
it embraced nothing, only an account of the  
expenses which she paid for the said Charles  
to and from Indiana & the said account  
was too large but respondent found  
after discovery that the account included  
many other items as the said testimony



the fact it Respondent never heard the said  
 Plaintiff say or in any way admit that said  
 account was part of it nor did it appear  
 but on the other hand she always claimed  
 that every cent of said claim was just and  
 that if she could exact it much more was  
 really due her. Respondent now having  
 advised Plaintiff will as fully as he is  
 advised it is material for him to answer it  
 & pay to her since his answer is in the affirmative.

C. T. Dorman, Attorney

Walter Cornell

Virginia Lee County, La. 2d

This day Walter Cornell personally appeared  
 before me the undersigned and made oath that  
 the facts stated in the foregoing answer from his  
 own knowledge are true and what stated in  
 information derived from others he believes  
 them to be true Given under my hand this 7<sup>th</sup>  
 day of February 1881.

John C. Dorman, J. C. Clerk

Walter Cornell

and by Plaintiff

Charles D. Dorman, Attorney

Filed at February

March - 1881.

John C. Dorman, J. C. Clerk



To the Honorable John H. Kelly Judge of the Circuit Court  
of Lee County, Virginia. In Chancery.

In separate answer of Petitioner to a bill filed in this Honorable Court against and Walter Grant by Charles D. Grant of John B. Pendley vice his late Friend.

Respondent avowing the benefit of all affidavits which can or may be read to the Complaints will for the many errors of law and mistake & misstatement of facts for more than 20 or 25 years. As she is advised it is material & necessary for her to move, Respondent says that it is true that the said Charles D. Grant did inherit from his father William Grant the lands described by the Plaintiff in his bill. & rather the lands of William Grant descended to his heirs three in number to wit Walter Charles D. & Respondent, these lands were divided by & among said three heirs in the way. First by agreement we laid off to the said Walter his share of each of the two tracts consisting of about 20 acres out of the 100<sup>th</sup> Grant tract, & 3 out of the Thomas Grant land. This left to your respondent, about



the said Charles the balance of the land, more  
sometime than the balance in 1872, Respondent  
sold her improved interest in said land to Dr.  
J. P. Miller and it remained in this state until  
the 20<sup>th</sup> day of March 1875. When the said Charles  
arriving at his majority being indebted to respon-  
dent for necessities furnished him, before that time  
Respondent, as the said Charles was going to leave  
the Commonwealth and threatening to sell said  
land and take the proceeds of sale with him, and  
put an attachment against him and had his  
interest in said land attached and at the August  
Term 1875 Judgment was rendered in her favor for  
the sum of \$80.00 & the costs of suit as shown by  
Plaintiff in his bill, and the Sheriff was  
directed to sell said land, but before he did so,  
and in order to save as much expense as possible  
Respondent at the request of the said Charles  
on motion agreed to take the said land to sell  
it as soon as she could pay herself her Judg-  
ment against the said Charles and take him  
the balance of the money, But he limited Re-  
spondent to the price of \$20.00. This agreement Re-



respondent is content to, and in order to officially con-  
firm out this intention the said Charles proposed  
to convey it to respondent, and by her consent  
on the 7<sup>th</sup> day of October 1870 said convey said  
land to her. She then directed the Sheriff that he  
need not go on and sell said land. Respondent  
knows that her brother is not a man of  
fine or strong mind but she believed then as she  
does now that he had sufficient strength &  
capacity of mind to fully know what he was  
doing and to fully understand the meaning and  
effect of his acts. She then thought and she still  
thinks that he knew perfectly well his indebtedness  
to her, the force of the judgment rendered against  
him and the necessity on his part to provide for  
its payment and this as respondent alleges is fully  
evidenced by the price specified upon said land.  
Respondent says it is further true that sometime  
in the fall of the year 1872 she and her mother  
did go to the State of Louisiana & took the said  
Charles with them in fact this trip was made  
wholly on his account, and would not have been  
undertaken but for him, and to get him out of the



State and by that means protect him from a trial  
for a great crime alleged against him and your  
Respondent had to sell her interest in said land  
in order to raise the money to take said trip.  
In 1874 Respondent her mother & the said Charles  
returned to Virginia. The said Charles a day or two  
after going into Ky. Every article in said account  
~~before~~ <sup>where</sup> said attachment was made and  
was furnished to & layed out and expended for  
the said Charles by Respondent, and every article  
thus furnished to or for him was necessarily expended  
there as Respondent then thought and the said  
Charles is recognised it because while said  
suit was so pending and before judgement was  
rendered thereon to wit on the 15<sup>th</sup> day of July 1875  
he the said Charles executed his note to her for  
the sum of \$80. That sum she was willing to pay.  
The writ in said suit was regularly served on  
the said Charles and he was, several times during  
the pendency of said suit, in the County and  
had full knowledge that it was being prosecuted.  
Respondent was aware it was unnecessary for  
her to give the bond required by said attachment.



order after she and the said Charles had made  
the arrangement not to have said land sold  
by the Sheriff. Respondent at the time said  
and was made and tell the said Charles that she  
believed she could sell said land for \$50, but  
as before stated instead of going to him to make  
said arrangement, he came to her. Respondent  
then told him that she would sell said land and  
retain \$33.00 out of it and send the residue to him  
but as before stated she did tell him that she would  
sell it and after retaining the amount of her judg-  
ment and the costs of the same she would take  
or convey the <sup>residue</sup> ~~same~~ to him. This was nothing else  
was the agreement. Respondent was said all  
the diligence she could use to sell it, but never  
could do so at the price of \$50.00 for cash, &  
she did not feel that she was ever authorized to  
sell it at a less price. Respondent further shows  
from other that Plaintiff all along & up to something  
like a year ago, when he came back here claiming  
that married recognized the aforesaid agreement  
with respect to said land and agreed respondent  
to sell it but would never agree <sup>for him to</sup> take less than



The \$1500 and respondent could never sell at  
that price. Respondent admits that said Charles  
returned some two or three years ago in fact he  
has been dodging in & out of the country almost  
continuously ever since the return from Lusk  
in 1874. But in March 1877, the said Charles  
came back and resided permanently with  
respondent and was supported by her & her  
husband from that time until about the first  
of July 1878 when he again went off. It is  
true that during this time he worked some  
for respondent & her husband & some for  
others but the principal part of his support  
and maintenance was furnished by respondent  
out of the land. He lived about somewhere more  
than a year ago perhaps in September 1879 the  
said Charles returned to this country claiming to  
be married and had a wife here in the neighbor  
hood to get a house to live in but failing to do  
so he came to respondent and begged that  
she would let him go on the land. which respondent  
in the said month & came again in March 1880, & was  
not agreed to do, ~~at that time~~ then he went. The Charles  
on said land in which he now lives.



from time this last full respondent did contract  
this land that is all except the 6 acres which is  
in the Thomas Garrett tract and conveying the  
lower of said Thomas' Beavers to her brother  
Hatter Garrett This she did in order to pay herself  
the debt due her or rather in judgement due her and  
get the balance for the said Charles and  
x the said Hatter went to work on it and the said  
Charles and his wife making so much fuss  
about it he got weak minded and since this suit  
has been instituted he has worked entirely out  
+ left respondent to fight the battle alone.

In this matter respondent only wants her rights  
nothing more. She only took the land in order to  
earn her judgement every cent of which is just  
and unpaid and a great deal more if she could  
part it. And she always intended to pay him the  
balance of what the land would sell for. She has  
stated the facts of the whole transaction and if  
they facts make her a Trustee & she is advised  
they will. She insists that her judgement must  
first be satisfied out of the Trust money &  
the balance then turned over to the said Charles.  
She is now <sup>always</sup> ready and willing as she was x



can to recovery said land to the said Charles,  
when the amount he owes her is fully paid. &  
she consents to convey it to him or any one  
else to whom he may desire if he will pay her  
the amount of my Judgement. Now as to the  
rents of said land, there is in the whole of said  
tract not covered by the Dower of Thomas Grant  
within my 25 or 30 acres and this is subject  
to the dower interest of the Mother of respondent  
who has lived on it ever since the return from  
Indiana, & has claimed 1/3 part of the rents  
of it. & there is only about 14 acres of cleared  
land on it and of this there is 5 or 6 acres that  
is improved, and of the remainder that is owned  
respondent and her husband gives about 5 acres  
respondent thinks the rents would be poor pay for  
what she has done for the said Charles since he  
conveyed said land to her. In fact she  
would not do for another of 10 acres to her what  
she has done for him for the rents of said land.  
In answer to the 1st Interrogatory, Respondent  
answers as stated above that the agreement  
between herself and the said Charles was that



9 She should sell said land and after paying me  
off the amount of said judgment against me  
that is \$800 and the costs due to take & send the  
balance of the money to him.

In answer to the 2<sup>nd</sup>. The agreement was executed  
where said. There was no other consideration.

3<sup>rd</sup> Respondent & her mother has been in possession  
of said land ever since the date of the said deed  
that about the middle of Jan'y 1878 she left said  
land & moved into the Pocket & remained there until  
the 5<sup>th</sup> day of July she left her mother and the said  
Charles on the land when she left it. Respondent  
has perhaps on more occasions than she stated  
to Dr Miller the agreement between herself & the  
said Charles but she always told him & intended  
to tell him just as she has above stated.

4<sup>th</sup> Respondent knows according to the record  
of the birth of herself and mother that said Charles  
was 21 years old on the 25<sup>th</sup> day of March 1878  
said record was made in the lifetime of Respondent's  
father and shows that at the said Charles was born  
on the 25<sup>th</sup> day of March 1854. Respondent as  
stated in the beginning of her answer did not



know and did <sup>not</sup> regard the said Charles as  
an idiot. She did not regard him as a man  
of strong mind but she did regard and still  
regards him of sufficient intelligence both  
then and now to know fully the effects of  
his action then and now. She thinks as thoroughly  
what he was doing and that he was entirely ca-  
pable of doing it.

In answer to the 5<sup>th</sup> Interrogatory Respondent  
says that she has perhaps on several occasions  
said in presence of Buckham & Francis  
Hamill & perhaps others that she did think that  
Dr Miller got the advantage of Charles & she  
further said that she did not think that  
the said Charles was capable of partaking in  
land with Dr Miller. but while she was thus  
talking she believed that he had sense enough  
to sell and convey land. She did talk about  
taking legal steps to compel said Miller to  
make a redivision. This was because the par-  
tition was made after she had attacked in  
the land and because after people told  
her that the Dr had cleared the land



Charles in the division.

Respondent did intend to bring suit against Dr Miller while she was married not to do so that her rights might be affected thereby and that she would perhaps be put to the trouble of bringing a Chancery suit to compel payment of her judgment. But the main and perhaps only reason why she intended to bring this suit was because when she went to sell said land she would be met by the objection that Miller had got the advantage of the said Chancery.

6<sup>th</sup> Respondent & the said Miller have had several conversations about the said Charles, but no Respondent has no recollections that they or either of them ever said or came to the conclusion that the said Charles was an idiot. In the County we always spoke of and regarded him as a man of rather weak mind, but Respondent always thought the said Charles was of sufficient mind to understand all about the agreement between himself and Respondent. Respondent again here expressing want of sufficient capacity



In the said Charles to release the deed at the time  
made, and the only claiming her agree-  
ment made with the said plaintiff and as-  
serting her that he was capacity sufficient  
to understand the full force and effect of  
said agreement. She cannot ask for the  
rights claiming no other or further interest in  
the land, <sup>that</sup> to the extent of her lien upon it by reason  
of her judgment so often herein referred to  
and she prays the Court to enforce this lien either  
by way of the deed or in such other way as seem  
the most proper to a Court of Equity. & now  
having answered the plaintiffs bill as fully  
as she is advised it is material to answer  
it she prays to be hence dismissed with her  
costs in this behalf expended

G. T. Landon for  
Defendant.

Deposition of the said Charles taken at the office of the Clerk of the Court  
This day Peter Colverwell being sworn, deposed that he has  
not and knows not that the facts stated in the foregoing  
answers, as far as they depend upon his own knowledge  
are or extend so far as to take upon information derived  
from others, he believes them to be true.  
Given under my hand. James H. Cook Clerk



Patience Harlow  
and 3 others  
Charles D. Gurnett by

Filed at Newbury  
Rec'd 1881.  
Jd - Gurnett



C. D. Garrett by &c

Pliff

vs

B. L. May

Patience Harbor et als.

Defts

This cause came on again this day to be heard upon the papers formerly filed the report of C. J. Duncan came with debt this day filed and was argued by counsel.

On consideration whereof said report and debt are confirmed and it is adjudged and decreed that, D. S. & C. Harbor & Humble pay to C. J. Duncan leave five dollars for making and executing said debt, <sup>and by agreement of parties</sup> That they also pay the costs which have accumulated since they purchased said lands to be taxed by the court, for which sums execution may issue and the cause is stricken from the docket.



C. D. Gorrell by the  
vs. J. Deanequin

Patience Hoby and  
Interest 1884  
C. D. Gorrell 1884  
J. Deanequin

Enter this diaries

H. J. N. M.

April 4<sup>th</sup> 1888



Charles D. Garrett by co.

Pliffs

vs

$\frac{3}{4}$  In chcy.

Patience Harbor et al

Defts

This cause ~~came~~ on again this 4<sup>th</sup> day of April 1883. to heard upon the papers formerly read in the cause the report of C.T. Duncan being filed on the 1<sup>st</sup> day of March 1883 and was argued by counsel. And it appearing to the Court that said report has been filed more than ten days before the 1<sup>st</sup> day of this Term and that no exceptions have been filed thereto said report is confirmed. And it is ordered and decreed that C.T. Duncan who is appointed a commissioner for the purpose do proceed to collect the bonds & debts to him for the purchase price of said land as soon as they fall due, but before proceeding to do so he will give bond before the Clerk of this Court in the penalty of two hundred dollars conditioned, to account for all money so received by him, he will report his collections and disbursements when made, and this cause is continued.



C. D. Gault by or

vs  $\frac{5}{3}$  Dearen

Patience Harbor

Entered page 314

J. A. Hyatt  
Clerk.

Enter this dearen

J. A. K.

Apr 4<sup>th</sup> 1883.



Charles D. Ganett by or  
against  
Patience Harber et al } In chancery

This cause came on to be heard upon the bill of the plaintiff, and exhibits filed, the answer of Patience Harber, and Walter D. ~~Harber~~ <sup>Ganett</sup>, and replication thereto, the depositions of witnesses and the arguments of Counsel. On consideration whereof and for reasons appearing to the Court, it is adjudged ordered and and decreed, that the deed executed by Charles D. Ganett to Patience ~~Ganett~~ now Harber on the 7th day of October 1875, is and was a mortgage in which said Charles D. Ganett holds an equity of redemption; but <sup>the</sup> Court further adjudges orders and decrees that that the plff Charles D. Ganett before he is entitled to a reconveyance of said land to him, shall pay to Patience ~~Ganett~~ Harber the sum of \$121.63 being her debt interest and costs to the first day of October 1882, subject to a credit for rents due the said plff of ~~\$70.00~~ <sup>\$70.00</sup>, being computed also to the 7th day of October 1882, And that the defendant recover from the plff Charles D. Ganett <sup>the costs of proceedings in this</sup> ~~the costs~~ that suit, and that unless these sums are so paid by him or some one for



him by the first day of October 1882, then  
C. S. Duncan who is hereby  
appointed a special Commissioner, will  
proceed to sell said land or so much  
thereof as may be necessary to pay the sums  
herein decreed. The sale will be made in  
front of the Court House door by public  
out-cry to the highest bidder on some Court-  
day, on a credit of 12 Months with Interest.  
But before proceeding to sell, the Court  
Commissioner will advertise the terms  
time and place of sale, for at least 30  
days on the front door of the Court House  
of this County and in the neighborhood where  
the land lies - But should the plff pay  
the sums on or before the time above  
specified to said Patience Barber then no  
sale <sup>shall</sup> ~~is decreed~~ to be made, and it is  
further ordered that said Patience Barber to  
entitle her to receive said sums of money  
shall first execute and deliver to the clerk  
of this court - to be filed as an escrow or  
deed <sup>to become her deed when said sums are paid</sup> ~~re-conveying~~ the land, in the bill  
mentioned, to the plff Charles D. Gorrell.  
The Commissioner will report his action  
from time to time to this Court and the cause  
is continued.



Charles D. Ganett for

vs { Decree

Patience Harburt

March 5. 1882

Entered Page

247 & 4

J. H. H. H. H.

Relief

Enter this  
April 3. 1882  
for A. K.



Halter Garrett  
Mrs. Patience Barber.

You will take notice that on the 2<sup>d</sup> day of August 1881 at the clerks office of the Circuit Court of Lee County Va, in the Town of Lewisville, I will proceed to take the depositions of Mrs. D. Miller and others, which when taken are intended to be read as evidence upon my behalf, in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia in which I am Plaintiff and you are defendant. - But if from any cause the taking of said depositions be not commenced or if commenced be not concluded on that day the taking of the same will be adjourned and continued from time to time till completed.

Charles Garrett by ec.



Charles Garrett Esq

vs 3 Satw.

Patience Harber Esq

Executed  
at Mils. L. S.



172

1. 24

Question just by self.

Are you well acquainted with, Charles  
D. Ganett, now and from his youth up  
and if so what is the Condition of his  
mind; Is he Capable of Teaching &  
Conveying and dividing Land, and have  
you not often expressed yourself that  
he was not?



12<sup>th</sup>

Mixed. But I think he has a moral  
sufficiency to handle such a case with very  
ordinary resources, but not capable of handling  
hard cases. I have often expressed myself  
that he was not.

Question 2.

After his convergence to Patrick Herbert  
(you?) did you not endeavor to explain  
himself to obtain said convergence &  
represent that the said Charles was  
too much of a fool to make a  
case?

Answer. I may have said that he was, but never  
concocted an answer to set aside any case  
specially made by said Charles. I forget.

Answer Question 3. Did you say in the Law Office  
of Hays & Lawrence in the presence of  
Moses (Baker) that on the 1<sup>st</sup> of Jan, after you  
inquired of the Land Office Patrick  
Herbert that you had said Charles  
& Garrett did not have any more  
to make his case, but that you  
wondered and that you admitted that



(3<sup>rd</sup>).  
Now, get your intended to send it  
away before he mind Charles, or  
his wife should have it!

Answer. I cannot recollect the precise words  
used on that occasion, but had some  
talk to that effect.

X examined

Ques. - Do you regard the said Charles D. Smith  
as  
sufficiently competent to understand  
the effects & consequences of his actions?

Answer. - So as well as an ordinary man.

Ques. You state in answer to the 1<sup>st</sup> question  
by Plaintiff Counsel that Charles is not  
a man of strong mind. Do you think he  
had sufficient strength of mind to under-  
stand & know the effects of the deed he  
made to his sister Patience H. Smith?

Answer. I think he understood the intention of  
these deeds.

Ques. Did you know of the conveyance made to  
by Charles to Patience at the time it was  
made or did you learn of it afterwards?

Answer. I learned of it after the deed was made.

And further this deponent will not

testify.



(11<sup>th</sup>)

Frank Garret an other witness of lawful  
age. deponent and says.

Question 1<sup>st</sup> by Plff.

Are you acquainted with Charles D.  
Garret and if so how long, and what is  
the condition of his mind, and is he  
capable now or ever here before to make  
such a deed in real or personal estate.

Answer

I am & have been all his life, I don't  
regard him as competent to transact  
land or transact any other important  
affairs of life. The express words of  
the following transactions which induce  
me to believe that the said Charles D. Garret's  
mind is weak viz,

He partitioned a piece of land with Mr. P.  
Miles in which he had  $\frac{1}{2}$  interest, and in  
said partition with Miles, he did not get his  
share by at least 500.

He offered to sell me the same land bought  
by him to P. ... for as low a price  
as 100 (\$10) Dollars if I would pay him the  
money down.



Question 4-

Have you ever had any conversation with Patience Harker & Walter Garrett. The object of it, is the suit in regard to the Condit. said Charles Garrett must - and if so how did this regard him?

Answer. I don't remember of ever having any conversation with the Defendants on the subject, but I have heard Patience Harker tell Mr. Wm. P. Miller that she knew that Charles O. Garrett was not competent to conduct & divide land, and every one else that knew him knew the same of him. In conversation with Patience Harker about the division with Mr. Miller she always would allege that Charles was incompetent to conduct the division.

X Examined -

Ques - You state in your answer to the 1<sup>st</sup> question plaintiff, that you have known Chas. O. Garrett all his life did not the same Chas. go to the west & live there for some years?

Answer. I stated in my first question, if it is not put down, that I was, and had been acquainted with him during his life, except the time.



(6)

that he had been absent, which was about 3 years.

Ques - Has not Charles D. Barnett always managed his own business, transacted his own business without aid or assistance and he once you met within the last year hired him to do work for you?

Answer - I don't believe he has without advice from others. I don't remember that I have hired him to work for me during the last year.

Ques - At the time Charles Barnett proposed to sell you the land conveyed by him to Putnam was not he at that time charged with crime & was desiring to leave to keep from answering an indictment?

Ans. - I don't know of my own knowledge, but he informed that there was nothing against him.

Ques - Did you not state to the defendant Putnam that on one occasion that Charles Barnett had sense enough to attend to business & keep <sup>reason he</sup> then get along if he would do so & that the ~~it~~ did not was from pure madness?

Ans. - I don't recollect that I did or not.



(71)

Ques - In the Division of Land with Dr. Miller do  
you believe <sup>that</sup> Charles Garrett knew how  
much land there was to be divided or where  
the claims & owners to said land were?  
Ans I don't believe he knew any thing about  
the cases or owners of the lands referred  
to. Does further this defendant with out.

Frank V. Garrett

Martin B. Garrett an other witness of  
lawful age, deposes & says.

Question

State if you ever had any conversation  
with Robert Parker, or Foster Garrett in  
relation to the purchase of Charles Garrett's  
land and if so how did they consider him  
as to competency to make such a divide land  
re -

Ans. I don't remember that I ever had any  
conversations directly with said Parties  
about said Charles' land, but I was present  
and heard his house at conversation with  
J. C. Williamson about Charles & Garrett's  
land, and in that conversation the



stated and claimed in this conversation that Charles G. Barrett did not have sufficient mind to make division of lands, but on that ground desired a new division. **Question 2.** Are you acquainted with the said Charles Barrett and if so how long - and do you consider him capable to sell Perry's land exchange & divide land or tract - The ordinary business of life - **Ans.** I was acquainted with him some time before he died, but I do not recollect in what time that he was absent from this country. I don't consider him capable of transacting such business.

**Question 3.** Are you acquainted with the land, which Peter Porter has been in possession of under the deed from Charles, and if so how many years has she occupied it and what is its worth per year - Considering the use of the land -

**Ans.** I was acquainted with the land & premises, referred to, she has occupied the land for about six years and I think the rents are worth fifteen (\$15) per year.



I examined -

Ques - When was it that you heard the conversation between Patience Barber & Dr. C. D. Garrison in regard to Charles D. Garrison?

Ans. In February or March 1850. as I have already stated.

Ques - ~~At the time that~~ <sup>Previous to the time that</sup> Charles D. Garrison conveyed his house to Patience was he not charged with a crime and had to leave the country on that account?

Ans. I understood that such was the facts as stated to me by others.

Ques - After Charles D. Garrison had returned from Europe to this country <sup>Did</sup> ~~was~~ not the same Patience for a long time maintain, cloth & provide for the said Charles D. Garrison. (The above question respects to only a contract is shown)

Ans - I know nothing of any other knowledge of these facts.

Ques - At what time did Charles D. Garrison live with Patience & if so how long?

Ans - He was living with her, ~~but I think~~ <sup>about</sup> about how long.



Ques. During the time he stayed with Patience  
Harker do you know of his working for  
any body?

A. Yes - I do - he would come for me.

I need further this deponent really not.

Martin <sup>has</sup> J. B. Canady  
must

Jac. Marsden an other witness of lawful  
age deponent under oath.

Ques - not by P.H.

Are you acquainted with Charles D. Garrett  
and if so what do you report to con-  
sider of his mind? Is he capable of  
finding out transacting the ordinary affairs  
of life?

A. Yes - My acquaintance is somewhat limited,  
I have known him about six years.  
I consider him as having a weak mind  
and I don't consider him capable  
of discharging important business.

Ques. Are you acquainted with Lot of Land  
situate in the possession of Patience Harker  
if so what is its fair rental value  
or per.



Ans. I am somewhat acquainted with it, and I think its rental value is about Twenty (\$20) per year.

X Examined

Ques. Do you regard Charles D. Bennett as capable of understanding the operation or effects of a conveyance of land?

Ans. Not perfectly.

Ques. Is Charles D. Bennett of sufficient mind to judge between right & wrong?

Ans. To some extent, he is.  
But this deponent will not.

Joseph Harrison.

Ques. How old (say) a witness of lawful age deposes and says:

Testimony: Are you acquainted with Charles D. Bennett if so how long, and do you regard him as having sense enough to see convey or divide land or do any form important business -

Ans. I have known him all his life, and I do not think him competent to capably of transacting such business.



Ques -

Are you acquainted with the land in the possession of Peter Baker and what is it worth for your rental value.

Ans. I am acquainted with said land and regard it as being worth \$15 per year. Further this defendant with <sup>his</sup> Susan & <sup>many</sup> others witnesses of lawful age & lawful says -

Question 2<sup>d</sup>

Are you acquainted with Charles D. Grant if so long have you been so acquainted & do you regard his mind as capable, to transact the ordinary business of life such as selling & dividing land &c.

Ans - I have been acquainted with said Charles D. Grant for several years, and do not consider him competent to transact any such business such as selling of land &c.

Are you acquainted with the land in the possession of and if so what is its rental value for year?



Ans— I am acquainted with the land and  
I regard it worth \$15. or \$20. per year  
And further this deponent says that

<sup>his</sup>  
Linton & Pleasant  
sons

The foregoing deposition of Walter B. Garrett,  
Frank Garrett, Martin B. Garrett, J. C.  
Marshall, Linton Stewart & Simon Hasbrouck  
(Colored) were taken before me sworn to  
and subscribed by them respectively on  
this the 2<sup>d</sup> day of August 1851.

Wm. Plattiff

J. A. G. Hyatt Clerk in Chgo.

Bill of Costs Comd. fee \$3.00

Witnesses	Walter B. Garrett 1 day	.50
who claims	Frank Garrett 1 "	.50
	M. B. Garrett 1 "	.50
no diff	J. C. Marshall 1 "	.50
	Simon Hasbrouck 1 "	.50
	Amos Eagle 1 "	.50
	Charles H. Hayes 1 "	.50
	Linton Stewart 1 "	.50
	Wm. D. Allen 1 "	.50
		<u>\$4.50</u>



Charles B. Gurnett by

My Depts for Pitt.

Potomac Harbor &c

Filed Aug 2 1881.

J. A. Hyatt clerk

County fees \$3.00

witnesses 4.50

3  $\frac{1.50}{\$8.50}$

1881 57



51  
Mr. J. L. R. Burgess who is the  
agent of Charles D. Garrison:

That you will please take notice that  
on Saturday the 20<sup>th</sup> day of August 1851 at  
the office of ~~the Circuit Court~~ <sup>Circuit Court Clerk</sup> in the town of  
I will proceed to take the deposition  
of Dr. William D. Weston and others which  
depositions are intended to be read as evidence  
in my behalf in a certain suit in Chancery  
now pending in the Circuit Court of Lee County  
Va. in which Charles D. Garrison is  
plaintiff and I am defendant. Should  
the taking of said depositions not be com-  
pleted on that day the taking thereof will  
be continued from day to day and from  
place to place until they are finished.

Patience Weston  
August 7<sup>th</sup> 1851. per Counsel



Pullman Harbor  
and the Lake  
Chas. & Carroll Co.

---

Presented by the  
single copy to  
John P. H. Jones  
this 17 day of Aug 1880  
James H. W. D. A.  
Land & Survey A. L. C.



1st

The deposition of Elizabeth Garrett and others taken before me J. H. Spall, a Commissioner in Chancery for the County Court of Lee County in the Clerk's office of the Circuit Court of Lee County Va on the - 20 day of August 1875 to be read as evidence in behalf of the defendant in a Chancery Cause now pending in the Circuit Court of said County, in which Charles D. Garrett &c is plaintiff and Patience Harlow, &c are defendants.

Elizabeth Garrett a witness of lawful age, being duly sworn deposes & says.

1 Question. Are you well acquainted with Charles D. Garrett the Plaintiff in this suit?

Answer. I am well acquainted with him, he being my son, & I raised him.

2 Question. What is the state of his mind, and is he and was he in the year 1875 capable of transacting business such as selling and conveying real estate &c?

Answer. It always appeared to me that he was



boy and man of ordinary mind.

I thought that in the year 1875, when he conveyed his land to Patience Harbison that he was capable of making a valid deed, I thought he knew what he was doing. I often heard him speak of the debt he owed Patience, and told me he made this conveyance to her to secure that debt, and I think he is now capable of selling & conveying real estate intelligently.

Q. Now I believe you claim to be entitled to the house situated on the lands conveyed by Charles to Patience and also to one third of said lands or one third of the rents and profits thereof, do you not?

A. Yes. I claim the house and lot of about 4 acres as the widow of John Garrett &c.

Q. Now, have not Patience and yourself furnished to Charles a large part of his support for the years 1876 1877 1878 & 1879.

A. Yes. From the time he made said conveyance up to the time he was married, which was



Some time in the year 1877, Patience &  
myself furnished him a large portion  
of his support, furnishing him clothing  
and sending the same to him, when  
he was absent and buying & clothing  
him when at home, and since he  
was married during the summer of  
1880, we furnished him a goodly  
portion of his meals. I think what  
we have furnished to him, would  
have more than compensated him  
for his share of the rents and profits  
of the land conveyed to Patience.  
And further he has used the land  
in getting timber to bark off  
the same, and selling it for the  
profits. And further this deponent  
saith not. Elizabeth <sup>W.</sup> Carret  
Mar 12

And Wm. Miller another witness of  
longer age being duly sworn deposes  
1. That on my deposition and on your well known  
and with Charles & Carret of as a witness



(15)  
are you satisfied with him.

Answer. I am well acquainted with him and have known him since the year 1867. I was his guardian from about the year '72, up to the time he arrived at the age of 21 years, which was according to the family record and what the family told me, on the 28<sup>th</sup> day of March 1870, said record showing that he was born on 28<sup>th</sup> day of March 1854.

Question. What is the condition of his mind and is he, and was he at the time he made the conveyance to Patience capable of trading selling or conveying land?

Ans. I think him a sane man, and as sane as many persons who accumulate property. I think he was competent to sell & convey land at the time he did so, to said Patience, and I believe him to be competent to do the same now, said Charles D. Garrett lived with me during



(5th)

the same year of 1875, and had I not believed him fully competent to buy sell or divide land, I would not have had any such transaction with him. Charles made the division himself and with I was satisfied, and I gave him choice of pieces and in several conversations with me since, about the division he has always seemed to be satisfied with said division.

Question by same. Do you know anything about Putnam's account against Charles and the justice thereof.

Answer. I know that said Putnam sold her part of the land of her father to me, stating to me at the time of said sale, that she was doing it, to get means to take her brother Charles, out of the state, to prevent his being prosecuted for and alleged crime of gross Character, and I further know that she bought clothing or material for clothing for him. & he has since told me that



he went with Prince to Indanville & came back with her, and that she spent money for him in bearing expenses.

Question by same What would be a reasonable rent per year for said piece or parcel of land after deducting the down interest of Mrs Elizabeth Garrett?

(Answer) I think the rent of his part, after deducting the amount, including house & claims, no down, would not be worth more than \$1.00 per year. for the years 1880 + 1881, the said Charles E. Garrett has been in possession of the Ridge field which contains some 10 acres of cleared land.

And further this deponent saith not.  
W<sup>m</sup> D. Miller

I am & may be another witness of lawful age being duly sworn deponent says.  
Question by Defendant Are you well acquainted with Charles E. Garrett?  
so long as you know him  
Answer. I am well acquainted with the said



7th

Charles T. Barrett, and have known  
him from his infancy up to the  
present time.

Q. Question by some. Is he capable of trans-  
acting business such as selling  
and conveying land.

A. Answer. I think him capable of transacting  
any business. He is very careful  
of his own interest in every particular.

Q. Question by some. What do you think would  
be a reasonable rent for Patience to  
pay per year for that part of the land  
outside of Mrs. Barrett's home & farm?

A. Ans. I don't think she ought to pay  
anything, she did not use it or  
cultivate it, Charles got more use  
of it than she did and further  
until this last summer, Patience  
and her Mother have always supported  
and maintained him, I mean by  
this that since those criminal chan-  
ges spoken of in other depositions  
he has been dodging in & out of the



(18<sup>th</sup>)

Bo-erety, when he would come in he would, <sup>be</sup> almost naked, ragged & dirty, they would prepare & furnish him good clothing, support him while he stayed, furnish him money to go off on, he would go & stay for a time, come back again in the same destitute condition when the same thing would be again repeated by them.

Question by I am Has not Charles some time told you that Patience's account against him was just and that he intended to pay it?

Ans. He told me that he aimed to pay her for all her expences for him when he arrived at the age of 21 years and that he would have to sell his land to do so. He told me one day last week, that he had put his land in her hands, to secure his debt due from him to her, saying why did she not sell it and pay herself it seems like she wanted it all. And further this witness saith not.

James H. Hays  
not



(7)

Patience Harbor another witness of last year  
ago, being duly sworn deposes & swears  
Question by Plaintiff — Please state whether or  
not in your account upon which your  
judgment was rendered against your  
brother Charles D. Garrett was just?

Answer. — Every cent was just and due to me  
Question by same. Was his debt made to you  
at your solicitation, or at his own?

Ans. — He made me the debt referred to at  
his own solicitation, and at the time  
he made it I think he knew well  
what he was doing, and that he  
was fully competent to transact  
such business.

Question by same. Have you since the date of  
said debt furnished <sup>him</sup> with anything in  
his support and maintenance? If so is  
what you have furnished equal in value  
to his part of the rents and profits of said  
land, or how is this?

Ans. — I have furnished him with a good  
deal of his support & clothing since that  
time, and what I have furnished him  
has well paid him for his part of



(10<sup>th</sup>)

And further this deponent saith not.

Patience <sup>the</sup> ~~Harber~~ <sup>much</sup>

Benjamin Sneed, an other witness of  
lawful age being first of you sworn  
testifies and says.

1 Question—by Examinant—Are you well acquainted  
with Charles D. Garret and how long  
have you known him?

Ans— I am well acquainted with said  
Charles D. Garret and have known  
him ever since he was a small  
boy.

2 Question—by same—Is he capable of transacting  
business & of making a conveyance of land?

Ans— I think him capable of transacting some  
business & think him capable to make a  
conveyance of land.

3 Ques. Do you think that at the time when D.  
Garret made the deed to Patience Garret  
that he was a man of sufficient sound  
mind to know what he was doing & the conse-  
quences of his act?

Ans. I think so.



(11<sup>th</sup>)

And further this Dependent saith not  
Benjamin <sup>his</sup> Friend  
mark

Susan Hamblin another testimony of Lawford age  
being duly summoned & sworn & says;  
Ques: Did you ever hear Charles D. Farrell say  
anything about buying Patience Harbor, and  
if so please state what he said.

Ans: He offered to sell me his land at one  
time and he & I were looking at the land  
walking over the same and he told me  
that he would take two hundred Dollars  
for it. I asked him about the title to the  
land & asked him who had it and he  
said that the right was in him and  
that he gave Patience \$81.00 and I  
asked him in case I bought <sup>it</sup> if I would  
have to pay Patience that I am and he  
said that I could settle it with him  
the would settle the same with her. He  
said that his mother had a claim in it  
and that she would take \$20.00 for  
her interest in it.

And further this Dependent saith not  
Susan <sup>his</sup> Hamblin.  
mark



I Certify that the foregoing depositions  
of Elizabeth Garret, Dr H. P. Miller,  
Valence Harbor, Benj. Sneed and  
Sewer, Hunchley (Colored) were taken  
before me, at the time and for the  
purposes set forth in the caption sworn  
to and subscribed by them respectively  
on this 20<sup>th</sup> August 1881.

J. A. L. Hyatt Comr. &c.

Bill of Cost. vs Cost.

Commissioners fee \$2.00

Witness vs H. P. Miller 3 days 1.50

Elizabeth Garret 20 50 - 1.00

Benj. Sneed 2. " 1.00

Sewer Hunchley 2. " 1.00

\$7.50

Valence Harbor et al  
ads Exposition

Charles C. Garret

Subs. sworn to 20/8/81.

H. P. Miller

Benj.

\$2.00

1.50

\$7.50

\$7.50

Commissioners fee

Witness

3



1  
Indictment against Court in  
March 10 1852.

The Cross Examination of Dr. Wm  
P. Miller. On direct. A party's own  
deposition taken by the other  
party, in the ordinary course of  
law, in the case of  
Charles D. Garrett vs. Patience  
Miller, at St. Louis, Mo. On cross  
examination, the Court of St. Louis, &  
other depositions were taken by  
the defendant on the 21<sup>st</sup> day of  
August 1851.

The witness Dr. Wm P. Miller being  
only sworn the 1<sup>st</sup> day.

Question 1<sup>st</sup> by Dr. Wm P. Miller,

Dr. you state in your deposition that  
you ~~swore~~ divided land with  
Charles D. Garrett. Since Patience Garrett  
has claimed the land decreed her by  
Charles, has she not been endeavoring  
to get a new division of the same  
land and using as a reason, the weak-  
ness and imbecility of Charles D. Garrett's  
mind - and as that same account did  
she not threaten legal proceedings  
against you?

Ans. I am not so partial about  
threatening to law me, but I should  
like a new division, and I claim  
as a reason therefor that she had  
produced a ~~blatant~~ part of that land



to not rest satisfied of making such  
a divide, this arrangement occurred at  
Milton's dinner, when I was at a party.  
But recently, Peter's Harbor  
Commissioner, Garrett, proposed to divide  
into a better and satisfactory  
divide.

Question 2.

In the division of land you made  
with Charles D. Garrett, did you or  
have you not constantly, refused  
a new division of said land, and  
did you not so refuse, because  
you thought you had the best of  
the trade?

I did refuse, but not because I  
thought I had the best of the trade.  
I only refused to divide the land with  
Peter's Harbor.

Question 3<sup>d</sup>. Do you now state, that in such  
division, you or Charles D. Garrett  
got the best, bargain in the division  
of the land of the above named division.  
I would not have turned my back  
on your division.

Question 4. Are you now willing to have a  
re-division of said land, with  
Charles D. Garrett or other ever may gain



the same, you being allowed a fair compensation for your improvements, and the other party compensation for what ever improvements they have made, & each accounting for its rent and profits received.

Ans. I am not.

Are you willing to a re-division of said land, you receiving compensation for your permanent improvements, and you giving no account of rent, and they receiving nothing for their improvements?

Ans. I am not willing to divide the land as they have destroyed the valuable timber on the part.

Question. Are you willing to such a division by compensation being made you in the division for the loss of the timber you say has been destroyed, to be valued by disinterested persons who shall also make the division?

Ans. I am not willing to be divided in any shape.

Question. At the time of the division did you not get the price that suited you best?

Ans. I did not think it did at the time.



Question 6. Do you regard Charles D. Garrett  
as a strong minded man, capable  
of transacting important business, and  
would you be willing to entrust him  
to act for you, as a commissioner or  
the like to divide land, with ordinary  
men?

Ans. I think him a man of ordinary  
powers, I would be unwilling  
to entrust him as <sup>my</sup> commissioner  
in the division of land, because  
he is a man of ordinary mind as  
I have stated, & I would prefer a  
bright intellect to divide land for me  
neither is he a scholar.

Question 7. Was any person present when  
you & Charles D. Garrett made the  
division you speak of except  
you & him?

Ans. There was, Ambrose Eagle, Charles D.  
Garrett & myself, said Eagle being  
selected by said Charles Garrett, to  
aid him <sup>in</sup> the division, to which I agreed.  
And I remain

Question 8. By agreement to Council. Do you  
state in answer to some of the questions  
recommended to you above that you would  
not be willing to a re-division of the land



with Charles D. Barrett. Now give the reasons fully why you would not?  
Q. One reason is that since the time the survey part of the valuable timber has been destroyed on their part, we other persons in the land do not suppose any other kind of soil will better than land now in the edge of a great swamp the timber & brush are so much that it is impossible to obtain the value of our Massachusetts lot. The land got by me.

Q. I am by same. You say you would not be willing to trust Charles D. Barrett as a commissioner to partition land for you. Now would you be willing to trust John Pendergrass his next friend in this suit as a commissioner to divide land for you?  
A. I would not, I had as soon trust Charles D. Barrett as John Pendergrass.

And further this deponent with not.  
W<sup>m</sup> S. Miller

Elizabeth Garrett an other witness of English age & duly sworn deposes and says.

Mrs Garrett, her estate, that yourself & Patience Barber furnished Charles D. Garrett with clothing, board &c. How much of



such supplies did you furnish & how  
much did Patience furnish?

Ans I furnished not more than one sixth  
part.

Question 2. Did you & Patience, have a contract  
with him to do this for him, and was  
he to pay you for it? or did you  
just do it for him because he needed  
it?

Answer. We made no contract, but he being  
under age, and when he needed any  
thing we furnished him, he calling  
on us for the same.

Question - When he called on you for it  
did he promise to pay you, if  
so how much - And did you ex-  
pect pay for supplies furnished  
your child under age?

Ans He promised <sup>Patience & him</sup> to pay for all articles  
he got <sup>from her</sup>, but did not mention any price  
nor do I recollect how much.  
I did <sup>not</sup> expect him to pay <sup>me</sup> out of  
what he had.

Question - Have <sup>you</sup> always charged your other children  
for what you done for them, if not  
why was you so strict with Charles?

Ans I did not charge him or either of them  
for what I done for them while he was young



Question. What was Charlie's age, when he started to Indiana, and when he returned how old was he?

Answer. When he started he was about 18 years old, he left in 1872 and returned in 1874 and therefore would have been 20 years old in the spring of 1875.

Read further this deposition with notes Elizabeth <sup>Thompson</sup> Garrett

Patience Harbison are other witnesses of lawful app being duly sworn deposed & sworn.

Q. Patience - how state in your answer that Charles D. Garrett, made you the deed to the land to enable you, to sell and convey it to some one else. Is that the case?

A. Yes. That is why he so arranged it, and I went to pay myself and one other lady debt and got it of \$1000.

Question: What price did you tell him you could get for it, and for what sum was you to sell it if could affect a sale?

A. Yes. I told him I thought I could get \$1000 for the land, I did think at the time I was in the shop.

Question. You say in your deposition, that you thought then and now <sup>Charlie</sup> capable of attending



to his own business. Did you not endeavor  
to get a ~~re-division~~ division of the Dr. Miller  
land, on the expressed ground (by you) that  
Charlie was incapable to make the  
division, and did you not claim that  
Dr. Miller had cheated him in the divi-  
sion. Did you not take legal advice  
as to the course to affect it? And when  
advised that if he Charlie was incapa-  
ble to divide with Dr. Miller, that  
fact would under and void your  
own deed. And was that not the  
reason why you did not sue  
Dr. Miller.

Answer I did endeavor to get a re-division of the  
land on that ground. — I did state  
at that time that Charlie was incapa-  
ble and had made a bad division  
with Dr. Miller and I did take  
such advice and was so informed  
and upon further investigation I  
found that I could not make  
the proof of his incompetency, that I  
then brought I could, and  
the reason I did not sue Miller  
I found I could <sup>not</sup> make the proof I  
desired.



Question. Did you not yourself state when  
taking the above advice of said said  
at Miller's Chapel in the presence of  
Dr. Miller and others, Elaine and  
assert that Charles D. Ganett, was  
incompetent to divide land, and that  
as he was, so incompetent you in-  
tended to have a re-examination?

Answer. I did so say.

Question. In what year did your contract if  
you had a contract begin with Charles  
D. Ganett, to furnish him clothing here,  
&c. And when did you cease to so  
furnish him?

Answer. My account commenced and  
continued as charged in a copy of  
my account in the said at law  
<sup>between said parties</sup>  
which copy is herewith filed.  
This account was for \$91.47, but  
I only obtained a judgment on the  
note filed in the said law case, which  
was equivalent to one by said Charles  
D. Ganett, for \$20.00, on the 15<sup>th</sup> July, 1875.  
I was due & payable on any after  
date thereof, this note was in settlement  
of said account.

Question. In what year did you move on the  
land sold you by Charles D. Ganett, and  
how long have you resided thereon, and



When did Charles Garret move there?  
Answer At the date of the execution of said deed  
I was living on said land, & I believe  
remained on said land about 12 months  
I then moved off and remained away  
about 7 months, and since that  
I have resided on said land ever  
since, and Charles C. Garret has  
been living on said land 3 years  
or more since leaving this spring, 1852

Question. Since Charles moved upon it how much of  
the land has he had control of, and  
how much have you had that is  
what is the comparative value of the  
rents in each case possession.

Answer What I have in possession is worth the  
most but out of which a dower right  
I consider is due to my Mother, &  
which she claims.

Question And further this deponent says not  
Patience <sup>for</sup> Harbor  
witness

James Hyges an other witness of  
lawful age being duly sworn  
deposes and says -

Question Was you ever present when a contract was  
made, between Charles C. Garret & Patience  
Harber, for board clothing &c &c



Ans. I was present with William Barber  
and Charles W. Garrett, and heard  
Charles tell William to sell his land  
for \$50.<sup>00</sup> and pay herself what he  
owed her & \$5.00 to Robert Sprinkle  
out of said sale, but if she did  
not succeed in getting \$50.00, she  
was to take the deficiency out of  
her debt.

And further this deponent saith not.

James W. Myers  
Deponent

Elkanah Slattery, an other witness  
of some age being duly sworn  
~~deposes~~ introduced by the Plff.,  
being duly sworn deposes and says

Question. Are you acquainted with Charles  
D. Garrett as if so <sup>you are not</sup> regard to be  
has sufficient mental capacity  
to make, exchange swap or divide land  
or do other business of importance?

Ans. I am acquainted with the said Charles  
D. Garrett, on some things he talks  
with some sense, on other things  
times he seems to know but little or  
no judgment, I don't regard him  
as capable of transacting the business  
referred to in the question.



X Examined

Question by some. Do you think the price at which the said Charles sold his land was the value of it or under its value that is the \$100. fixed by him.

Answer. I think the price \$100. is the best value of the land, and more than I would give for the same.

And you think the depositions are not true? Henry

Answer. As to the other contents of the report, except being sick, I know nothing and know.

Are you acquainted with Charles Bennett, if so what do you regard as his mental condition - whether or not capable of buying selling or conveying land, or doing other business of importance?

Answer. I know Charles S. Bennett - have had conversations with him about matters in which he was indicted or expected to be indicted in this County, and I regard him as very much deranged, while I think he has sense enough to do and collect the pay for a days work, I doubt very much whether or not he has sense enough to understand the effect of a deed or any



instrument of writing which might pertain  
to the buying, selling, conveying or dividing  
of real estate.

Question by Counselant

Did you at any time have a con-  
versation with Wadsworth & Corvill about the  
matter of controversy in the deed and did  
he not say that he intended to deposit Returns  
in some way or words to that amount.

Answer. It is my recollection that I did have an  
conversation with Charles J. Harrell about this  
controversy and that he did say in effect  
that he intended to deposit Returns and of  
this I never refused to.

Question by same. Does the foregoing wholly  
explain all the circumstances in the above  
transaction to which you refer above.

Ans. I never had any other transactions  
with him - I gave it as my opinion that he  
had done enough for a thing of that sort.

Question by same. Did you ever have  
any dealings with Charles and are you  
personally acquainted with him.

Ans. I can not say that I have had any  
business transaction with him directly -  
I think that I have known him very  
well for several years.

And further this deponent swears not  
to say more.



Dr L. L. Mc Guinn are other witnesses  
of lawful age being duly sworn  
deposed and says

Question

Are you acquainted with Charles  
D. Garrett, and if so, what do you  
regard his mental condition has he  
or not in your opinion sufficient  
Judgment to buy sell swap or ex-  
change real estate or other <sup>affairs</sup> matters  
of importance?

Ans

I am acquainted with the said  
Charles D. Garrett, and do not  
consider him a man capable of  
transacting such business as is referred  
to in the above questions.

Question by Defendant. How long have  
you known him, are you intimately  
acquainted with him and did you ever  
have any business transaction with  
him?

Ans I have known him 3 or 4 years I am  
not intimately acquainted with him,  
and I never had any business transactions  
with him. I had some talk with him  
last fall about cutting some wood  
for me but did not get enough satis-  
faction out of him to depend upon.  
And further this deponent says that  
-4- C. Mc Guinn



H. C. Joseph an attornay at  
Lawful age, being duly sworn deposes  
and says:

Interrogated by self.

Are you an acting Justice of  
the peace, and as such or in any  
other way, had an opportunity to  
talk with and ascertain the mental  
condition of Charles D. Garrett, and if  
so, do you or not regard him  
as capable of buying selling conveying  
or otherwise dealing with real estate or doing  
other business of importance with  
men of ordinary prudence?

Answered, I am an acting Justice of the Peace  
for this County Va. and as such Justice  
I have had an opportunity to transact  
some business with and for him and  
to notice the mental condition of Charles  
D. Garrett, and from my personal observation  
I do not consider him capable of dealing  
in Real Estate, or anything else especially  
if he were dealing with persons of normal  
ability.

Question by Defendant. Suppose he were the  
owner of a small piece of land worth say  
\$150<sup>00</sup> or \$175<sup>00</sup> and owed \$200 do you think he  
would not have sufficient sense to sell  
and convey said land for the purposes



of saying that said,

Answer

From what I have seen of Wheeler & Barrett  
I do not think he would be able to tell  
whether he was making a good or bad trade  
in selling a piece of land at any price.  
but with persons of better mental faculties  
to advise him I should think he would be  
able to judge whether it was right or wrong  
to sell the land such for his estate.

And further this Dependent Smith was  
Hearney & Gentry.



on the subject with much to be said for and against  
 the proposed measure.

I have known Charles D. Bennett for a number of  
 years the exact amount of time I cannot now state but think  
 at least 10 or 15 years. While I always regarded  
 him as a rather quiet man occasionally still I at  
 the same time thought he had some strength of mind  
 about his right to own slaves against various persons  
 supposed to look after his own interests. But I thought  
 probable that several persons would have con-  
 sidered upon him, I would prefer to state that  
 I never saw any reason for thinking that he  
 was deficient in that way and the above opinion has  
 been formed by seeing him frequently and conversing  
 with him and hearing him talk to others.

Crap Cornhill.

Please state whether or not you  
 regard Charles D. Bennett of sufficient  
 mental capacity, to decide with due  
 regard to his own interest, lands with  
 an ordinary man of business - Could  
 you trust him, to transact a piece  
 of business involving your own in-  
 terest?

Answer

I am of opinion that his mind is such as to be  
 more susceptible of abuse by persons than that of many  
 men and women. That as between himself and his  
 mother, brother and sister, I think him competent to take  
 care of his pecuniary interest. I think it probable  
 that W. Miller if he saw proper to do so could in  
 the decision of local voters be attending upon him



Charles D. Garrett is not the kind of man that I would  
be willing to entrust the management of my business  
to either as to moral or personal culture.

And further this witness says that

Henry H. Morgan

Charles Willoughby another witness of  
lawful age being duly sworn deposes  
and says,

Question by Defendant

Are you acquainted with  
Charles D. Garrett.

Answer. I am acquainted with said Charles  
D. Garrett.

Question by same. Do you think him capable  
to transact ordinary business in which  
he is himself interested such for instance  
as the sale and conveyance of a small  
tract of land worth from \$100 to \$200. -

Ans.

I would think him competent to trans-  
act any business that his means would en-  
able him to engage in.

Cross Examination

Do you regard Charles D. Garrett, as a man  
of ordinary sense & intelligence.

I do not believe that he is an ordinary man  
in these particulars, not so much for a want  
of sense, but from his habits in trying to



sign ignorance, & thus get the advantage.  
 This has been my experience with Charles  
 & Fred further, this witness saith not.  
 Charles Willoughby

I Certify that the foregoing Deposi-  
 tion of Dr. Wm P. Miller, Elizabeth  
 Garrett, Jane Wynnes, Eldoniah Henry,  
 Wm. A. Orr, Geo. C. McSimis, H. C. Joslyn,  
 H. J. Morgan, & Charles Willoughby, were  
 taken before me, by agreement of the  
 parties, at this time, and for the purpose  
 set forth in the Caption, and sworn to and  
 subscribed by them respectively on  
 this the 10<sup>th</sup> day of March 1882.  
 J. V. G. Hyatt (Comm'r)

### Bill of Costs

Compensation taking Depo.	\$4.50
Witness Wm P. Miller	.50
Jane Wynnes	.50
Eldoniah Henry	.50
Elizabeth Garrett	.50
Wm. A. Orr	.50
Geo. C. McSimis	.50
H. C. Joslyn	.50
H. J. Morgan	.50
Charles Willoughby	.50
	<u>\$7.50</u>



Charles O. Garrett  
vs.  $\frac{2}{3}$  S. C. Co. for \$1000

Patience Warner et al.

Filed March 10<sup>th</sup> 1882

J. H. Wyatt  
Clerk

Court fee	\$1.50
Witness	4.50
	<hr/>
	\$9.00
Clerk's copy fee	1.00
	<hr/>
	\$10.00



To the Honorable H. S. H. Morrison Judge  
of the Circuit Court of Lee County

The undersigned comes in the  
Chancery Cause of C. D. Horvath by &c  
against Patience Horvath et al, by &c  
here to report. That as heretofore re-  
ported he sold the Tract of land men-  
tioned in the bill and proceedings  
in said Cause and while on the  
purchase price for which said  
land sold, has not been paid to  
him he has paid out the whole  
sum, and satisfied all the claims  
against said land. There is still  
about \$12.00 with its interest for  
something over two years due to him  
but the parties are good and your  
commissioner has made a  
deed to D. S. & Clarborne Hunkeler  
the purchasers of said land  
and files the same herewith,  
and recommends that said Cause  
be stricken from the docket

Apr 4 1888 Respectfully submitted  
C. T. Duncan Comr.



C D Gornett by rs.

vs  $\frac{1}{3}$  Report.

Potomac Harbor



Charles D Gantt by or.      Plff  
vs.      3 In chcy,  
Patience Barker et al.      Deft

To the Honorable John Kelly Judge of  
the Circuit Court of Lee County Virginia

The undersigned a special Commissioner  
ex. appointed to sell the land in the will and proceed-  
ings mentioned by a. Levee to report that pursuant  
to the Terms of said decree he on the first day of  
the Feby Term 1883 of the County Court of Lee County  
at the front door of the Court House of Lee County  
Offered the lands which descended to the said  
Charles D Gantt from his father estate, this tract  
contains some 30 or 40 acres and is then brush  
land subject to the down interest of the said Charles  
mother. This tract sold for \$140 which in the opinion  
of your Court is a good sale and should be  
confirmed. One D.S. Hamblen a colored man became  
the purchaser and paid me down in cash \$45.00  
cash & commissions of sale, and executed his two  
notes for the residue. \$94.45: bearing interest from  
date, with A.L. Pridemore & M. D. Richmond.  
which is ample. Of the \$45.00 paid down to me  
I retained my fee of \$15.00 & \$7.00 commissions of  
sale the Clerk's cost of \$      & the Sheriff's cost  
of \$3.30 each of these receipts for the same are here filed  
marked 1 & 2. also Receipt of Court of      and filed  
his receipt for same marked 3. Respectfully Submitted  
March 1st 1883.      C. J. Duncan Clerk



C. D. Garrett by re

vs  $\frac{1}{3}$  lower Report of Sals.

Patience Harbor et al

Filed March 1<sup>st</sup> 1883

J. A. St. Hgate  
Clerk



Charles O. Garrett

1872 Dec 14th with Polina's name

March 20 74 1/2 Barn, 100 <sup>9</sup>	95	95
Paid to Camie Garrett for		
Hauling you and your horse to Ky	5.00	
Paid to Camie Garrett for your horse	2.50	7.50
2400 Ky James 200	2.50	
1/2000 1/20	2.34	
1 hat 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	1.00	
1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	1.50	1.65
Paid to Camie Garrett for your horse		
from Indiana to Indiana	22.10	23.10
1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	19.00	4.00
Paid to you for 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	10.00	10.00
1/2 boots 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	4.50	2.50
1 vest 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	2.00	2.00
1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	0.00	0.00
your part of traveling expenses		
from Indiana to Louisville		14.00
Cash 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2		1.35
1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2		3.50

\$11.45

4 copy 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2

1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2



William H. H. H.  
1100 Court  
Charles E. H. H.

1100

For copy 1000



Then Read made the change of names in the deed from  
Lebanon to name and eight hundred and seventy five ac-  
res Charles D. Barrett of the county of Lee and State of  
Virginia of the one part and Patience Barrett of the  
county and State of a record of the other part. Witnessed  
That for and in consideration of the sum of one hun-  
dred and fifty dollars to the said Charles D. Barrett in  
hand paid the receipt of which is here in record-  
ed. The said Charles D. Barrett doth hereby grant  
warrant, sell, and convey unto the said Patience  
Barrett all of his undivided interest in and to a  
certain piece or tract of land lying and being in  
Lee county Virginia being the land of which the  
said Charles D. Barrett was seized and which land descend-  
ed at his death to his children Walter Patience and the  
said Charles D. Barrett and also also his undivided in-  
terest in the land of which Thomas Barrett de-  
ceased. Said Barrett's interest in the tract is supposed  
to be six acres to have and to hold said tract parcel  
of land and all the rights and privileges thereunto be-  
longing unto her the said Patience Barrett her heirs  
and assigns forever. And the said Charles D. Barrett  
for himself and his heirs do hereby covenant  
and agree to and with the said Patience Barrett  
and her heirs that he the said Charles D. Barrett and  
his heirs unto her the said Patience Barrett her heirs  
and assigns the said tract parcel and interest in  
the land hereby conveyed to her forever and warranted



and defend against the claims or claims of all and every person whatsoever. In witness whereof the said Charles D. Barnett has hereunto set his hand and affixed his seal.

Charles D. Barnett (Seal)  
made

Virginia Lee County Court Oct. 14<sup>th</sup> 1890.

The foregoing deed between Charles D. Barnett of the first part and Betience Barnett of the second part both of the County and State afore said was this day acknowledged before me by the said, <sup>what is</sup> Barnett to be his act and deed for the purposes herein mentioned, and said deed is admitted to record.

John C. Williams, C.

400 p. Extra John C. Williams, C.

Betience Barnett

3 copies of deed

Charles D. Barnett



This deed made this 7th day of October in the  
year of our Lord one thousand eight hundred  
and seventy five between Charles D. Gerritt of  
the County of Lee and State of Virginia of the  
one part and Patience Gerritt of the County and  
State aforesaid of the other part witnesses that  
for and in consideration of the sum of One  
hundred and fifty dollars to the said Charles  
D. Gerritt in hand paid the receipt whereof  
is hereby acknowledged the said Charles D.  
Gerritt doth hereby grant bargain sell and  
convey unto the said Patience Gerritt all  
of his undivided interest in and to a certain  
Tract or parcel of land lying and being in  
Lee County Virginia being the land of which  
William D. Gerritt died seized and which land  
descended at his death to his ~~children~~ <sup>children</sup> namely Walter  
Patience and the said Charles D. Gerritt, and also  
also his undivided interest in the lands of of  
which Thomas Gerritt deceased, said Gerritts  
interest in this tract is supposed to be 24 acres  
to have and to hold said two parcels of land



and all the rights and privileges the  
units belonging unto her the said Patience  
Gerritt her heirs and assigns forever  
and the said Charles D. Gerritt for himself  
and his heirs does hereby covenant and agree  
to and with the said Patience Gerritt and  
her heirs that he the said Charles D. Gerritt  
and his heirs unto her the said Patience Gerritt  
her heirs and assigns the said Tracts parcels  
and interest in the land hereby conveyed  
he will for ever warrant and defend against  
the claims or claims of all and every per-  
son whatsoever. In witness whereof  
the said Charles D. Gerritt has hereunto  
set his hand and affixed his seal  
this the day and year first above written

Charles D. Gerritt 

Virginia Lee County to wit, October 7th 1875.

The foregoing deed between Charles D. Gerritt of the  
first part and Patience Gerritt of the second part  
both of the County and State aforesaid, was this day  
acknowledged before me by the said Charles D. Gerritt



all to be his act and deed for the purpose therein  
mentioned, and said deed is admitted to be such.

Teste John R. Gibson, Secy.



Patience Linn  
Living Dead

Charles D. Linn

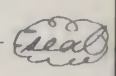
Recorded in deed book  
No 17. Page 260.  
John R. Gibson S.G.

6 1/2  
1 1/2  
1 1/2

Patience Linn



This Deed made this the 8th day of January  
1883, by and between Patience Harlor (formerly  
Garrett) of the one part, and Charles D  
Garrett of the other part, both of Lee county  
Virginia. Witnesseth, that pursuant to the  
requirements of a decree of the Circuit Court  
of Lee county Virginia, rendered at the March  
term 1882, in the chancery cause of said Charles  
D Garrett by &c plaintiff against said Patience  
Harlor & Walter Garrett defendants, as well as  
in consideration of the sum of One dollar  
in hand <sup>paid</sup>, the receipt of which is hereby ack-  
nowledged, the said Patience Harlor doth  
hereby grant and convey to the said  
Charles D Garrett, with covenants of special  
warranty. The lands in the bill in said cause  
mentioned, to which bill reference is here  
made for a more particular description of  
said land. To have and to hold the said  
lands together with the appurtenances thereunto  
belonging, with the covenants aforesaid, unto  
the said Charles D Garrett and his heirs forever.  
Witness the following signature and seal.

Patience <sup>her</sup> Harlor   
mark

Virginia: Lee county, to wit.

I James W Orr a commissioner in chancery of  
the circuit court, in and for the county and



Charles D. Garrett.

From Z. Decol

Patience Harlow.

Filed as an evening deed  
Jan'y 8th 1883.

J. A. S. Wyatt  
..  
clk

State aforesaid, do certify that Patience Harlow  
whose name is signed to the foregoing deed  
bearing date this day, personally appeared before  
me in my County aforesaid, and acknowledged  
the said deed to be her act and deed for the  
purposes therein mentioned. Given under my  
hand January 8th 1883.

James W. Orr, Court.  
in chancery.



Principal due 1<sup>st</sup> Aug 1878 - \$67.57

Interest to Dec. 1<sup>st</sup> 1882 20.45

for this date \$88.50

Interest to January 16 1885 .21

for this date \$28.71

Interest to Feb'y 21 1885 11

Cost Ord. 2.92 + 62.28 to 62.50 \$18.82

\$2.50 S. 50 = \$8.45 8.45

Carry over \$37.27 \$27.27

Denon interest Jan'y 1.00

\$5.13



$$\begin{array}{r}
 300 \\
 1800 \\
 \hline
 6 \overline{) 18000} \\
 3000
 \end{array}$$

$$\begin{array}{r}
 300 \\
 10 \\
 \hline
 310
 \end{array}$$

$$\begin{array}{r}
 330 \\
 33 \\
 \hline
 277
 \end{array}$$

2

$$\begin{array}{r}
 300 \\
 1.32
 \end{array}$$

$$\begin{array}{r}
 24.32 \\
 2.25 \\
 \hline
 26.57
 \end{array}$$

$$\begin{array}{r}
 100.00 \\
 26.57 \\
 \hline
 73.43
 \end{array}$$

$$\begin{array}{r}
 3/4 \\
 6 \overline{) 4 \frac{3}{4}} \\
 \hline
 1 \frac{1}{2}
 \end{array}$$



Twelve months after date We bind  
our selves jointly and severally  
to pay C. T. Duncan & Co in the  
chancery cause of C. T. Gerritt by vs  
vs Patience Harbor et al. fifty two  
dollars & eighty five cents. With interest  
from date and as to this debt we waive  
our homestead exemptions, Witness  
our hands and seals this the 22<sup>nd</sup>  
day of February 1883.

Swan <sup>his</sup> ~~mark~~ Hamblet Seal

A. S. Pringle Seal

M. S. Richmond Seal

Twelve months after date We bind our  
selves jointly and severally to pay C. T.  
Duncan & Co in the chancery  
cause of C. T. Gerritt by vs vs  
Patience Harbor, et al. forty one dollars  
& sixty cents with interest from date value  
received in land and as to this debt  
we waive our homestead exemptions  
Witness our hands and seals this 22 day  
of February 1883. his

Swan <sup>his</sup> ~~mark~~ Hamblet Seal

A. S. Pringle Seal

M. S. Richmond Seal



C. D. Garrett

To Patience Harbor

Dr

To Decree of the Circuit Court due Oct 6<sup>th</sup> 1883, \$51.63  
Interest to Feby 21<sup>st</sup> 1883.

Patience Cost recorded.

Commission on an \$1.40

Total amt of Debt & Cost.

Amt of Charles D. Garrett's Cost.

Amt of Proclamations fee.

Deduct 2 fee bills of Witnesses.

Amt of Sales of land

122  
\$51.63  
38.55

7.00

\$98.40

30.91

10.00

\$139.31

2.00

\$137.31

140.00

\$2.69



Ant of



**VIRGINIA :**

**ORDERED,** That

Lee County

Court

Term, 188 3 .

pay unto

\$ 50 for days attendance as a witness for

traveling miles over ten in coming and the same

in returning,

Test

CLERK.



**VIRGINIA :**

Lee County

Court

Term, 188 <sup>3</sup>.

**ORDERED,** That

pay unto

\$1.00 for days attendance as a witness for

traveling miles over ten in coming and the same

in returning,

Test

CLERK.

Received payment in full of C. T. Duncan bonds  
this 7<sup>th</sup> March 1883

Ben. S. Smith,



Mr C. T. Duncan

Mrs Jane Haynes failed  
to claim, she was hurried off on  
a account of sickness, Patient  
should pay her \$1.00 as she  
attended 2 days for her  
March 1 1883 H. J. H. H.



Received of C. J. Duncan Commissioner  
in the Chancery cause of C. D. Garrett  
by vs. Patience Harbor et al. Three dollars  
and Thirty Cents my fee as taxed by the  
Clerk for services rendered for the Deft  
into This 6<sup>th</sup> day of March 1888.

Finance Miles D. D.  
per J. S. Ely & Co



Franca Mites

To  $\frac{1}{3}$  Receipt.

C. T. Duncan

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# The Commonwealth of Virginia.

We command you to summon

To The Sheriff of Lee County, Greeting:

Pettience Barber (formerly Gurneth)  
and Walter Gurneth

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in February  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against \_\_\_\_\_ by

*Charles G. Gurneth an idiot who was by John B. Pendergast his most friend.*

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this  
day of *January* 188 /, in the 108 year of the Commonwealth.

*James W. Orr* Clerk.



Charles D. Wyman

vs. Sped. and Wy-

Patience Wyman

February 1881

On the 28th day of June  
1881, I executed the within  
Sped. by securing a copy there  
of the Patience Garrett.

Walter Garrett  
T. J. & S. J. Co. Inc.  
S. C.

188

1881

0.50

0.25

3.50

10.00



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Wm. P. Miller, Ambrose Payle,  
Martin B. Gant, Frank, Warratt, and  
J. C. Mason*  
*before me*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first Monday in

Next, to answer *of August 1881. as witnesses for*

*Charles Gant vs Patience Harbison et al.*

*J. A. Hyatt Commissioner.*

And have then there this writ. Witness, **James W. Orr**, Clerk of our said Court, at  
the Court House, this \_\_\_\_\_ day of \_\_\_\_\_ 188 \_\_\_\_\_ : in the \_\_\_\_\_ year of the Commonwealth.

\_\_\_\_\_  
Clerk.

Charles Gurnet  
V. S. Spec-

Patience Gurnet

2<sup>nd</sup> day of Aug. 1881

Excuse  
me all acc<sup>ts</sup>  
William Muller  
J. Miller & S.



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Wm. P. Miller, Jane Hyman, Anne  
Garret, Zion Shuman, Elizabeth Garret, Frances  
Springfield, Susan Garman (color) and Ben  
Breed.*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first Monday in

Next, to answer

*20th day of  
October 1884 as witnesses on behalf  
of Patience Harbor and Charles C. Garret*

And have then there this writ. Witness, *J. H. Hyatt* **James W. Orr**, Clerk of our said Court at  
the Court House, this *17* day of *August* 1881: in the *106* year of the Commonwealth.

*J. H. Hyatt*  
Clerk.

Patience. Harker

2d 3/4 Spafar, intension

Charles O. Garrett

20<sup>th</sup> day of Aug. 1881

Cap. intell  
George H. Hildes  
2d 3/4 Spafar, intension  
2d 3/4 Spafar, intension

2d 3/4 Spafar, intension



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Dr. W. P. Miller, James Hynes, Vance  
Garret, Zion Flanary, Elizabeth Garret and  
Francis Sprinkle Swan Hamblen (Colored) and  
Ben Sneed.*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first ~~Monday in~~ *Saturday*  
Next, to ~~answer~~ *August the 13<sup>th</sup> 1881*, as witnesses on behalf

*of Patience, Harber and Charles O. Garret*

And have then there this writ. Witness, *J. A. Hyatt* **James W. Orr**, Clerk of our said Court at  
the Court House, this *10<sup>th</sup>* day of *Aug.* 1881 : in the *100<sup>th</sup>* year of the Commonwealth.

*J. A. Hyatt* Clerk.

Portsmouth, Harbor

add 3. Sp for witnesses

Charles D. Garret

13 day of Aug. 1881.

Executed on Jane  
Haines, Maria Gaud,  
Wm F. Miller, Ben  
Sneed, Elizabeth Gaud  
& Susan Hambleton (de)

James Miles & S  
for L. S. Ely & L. C.



Standing No. 366

—IN—

LEE CIRCUIT COURT.

Pl'ffs ATTY. <i>HP</i>	<i>Garrett Charles</i> <i>30 yve</i>	Def'ts ATTY. <i>MD</i>
Pl'ffs costs. \$ .....	vs. { <i>Bill in</i> <i>Chancery.</i>	Def'ts costs. \$ .....
	<i>Patience Harber</i> <i>3 Elob</i>	
Total \$ .....		\$ .....

Reference Docket... Page 32 Line 24

1st calling..... Term 188

Decided... Term 188

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